

EXHIBIT C

REAL ESTATE CONTRACT OF SALE

THIS CONTRACT OF SALE dated September 12, 2019 between **Avelino Harbor LLC** (called "Buyer"), and **ABC CAPITAL BALTIMORE, LLC** (called "Seller").

1. The Property. Seller sells to Buyer, and Buyer purchases from Seller the real property located in Baltimore City, Maryland, and known as **3831 Brooklyn, Baltimore, MD 21225**.

2. Purchase Price. The purchase price for the Property is **Thirty Thousand (\$30,000.00) Dollars**. The balance of the purchase price shall be paid at Settlement.

3. Time and Place of Settlement. Unless the parties agree otherwise in writing, settlement shall take place on or before September 30, 2019, at the offices of **Masters (TITLE CO)**.

4. Financing Contingency. There are no financing contingencies for this transaction.

5. Title to the Property. At settlement, upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at Buyer's expense by Seller, which shall convey the property to Buyer. The title conveyed to Buyer shall be good and merchantable, free of liens and encumbrances except use, occupancy and similar restrictions of public record which are generally applicable to properties in the immediate neighborhood or subdivision in which the property is located, easements which may be observed by an inspection of the property, and such utility and other easements as do not materially adversely affect the fair market value of the property.

6. Possession. The Buyer shall be given possession of the property at settlement. The following work will be completed on the property within 90 days of closing (see addendum B). (NO ADDENDUM)

7. Settlement Adjustments. Water charges, and community association charges, if any, shall be adjusted and apportioned as of the date of settlement. All taxes, general or special, and all other public or governmental charges or assessments against the property which are or may be payable on an annual basis (including Metropolitan District or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto), are to be adjusted and apportioned as of the date of settlement and are to be assumed

and paid thereafter by Buyer, whether assessments have been levied or not as of the date of settlement except as otherwise required by law. The cost of all recordation and transfer taxes required by law will be paid by the buyer. The cost of the title search and title insurance premiums shall be paid by Buyer.

7a. If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

8. Risk of Loss. The property shall be held at the risk of Seller until settlement hereunder. Upon the written request of Buyer, Seller shall immediately have all insurance policies on the property endorsed to protect all parties hereto, as their interest may appear, and shall continue the insurance in force during the life of this Contract.

9. Buyer's Default. If Buyer defaults in Buyer's obligation to purchase the property, Seller shall have the right, at Seller's election, to retain all deposits paid hereunder as liquidated damages and not as a penalty, and upon such election the parties shall be released from all further liability hereunder at law and in equity.

10. Real Estate Commission. Seller warrants to Buyer that it has not used the services of a real estate broker or agent in connection with this transaction. Seller agrees to defend, indemnify and hold the buyer harmless for any claim for real estate commissions arising by reason of Seller's breach of this warranty. The provisions of this paragraph shall survive settlement and the delivery of the deed to the property or the termination of this Contract.

11. Notice to Buyer Required by the Maryland Homeowners Association Act. Attached as Addenda to this Contract are both the Notice and the Disclosure required by §11B-106 of the Real Property Article of the Annotated Code of Maryland.

12. Electronic Delivery. The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by telefax, telecopier transmittal or e-mail.

13. Ground Rent. If the property is subject to ground rent and the ground rent is not timely paid, the owner of the reversionary interest may bring an action of ejectment against the leasehold owner pursuant to Section 8-402.2 of the Real Property Article, Annotated Code of Maryland (as amended).

14. Miscellaneous Provisions.

(a) NOTICE TO BUYER: BUYER HAS THE RIGHT TO SELECT BUYER'S OWN TITLE INSURANCE COMPANY, TITLE LAWYER, SETTLEMENT COMPANY, ESCROW COMPANY, MORTGAGE LENDER, OR FINANCIAL INSTITUTION AS DEFINED IN THE FINANCIAL INSTITUTIONS ARTICLE, ANNOTATED CODE OF MARYLAND.

(b) This Contract contains the final and entire agreement between the parties and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

(c) Time is of the essence of this Contract.

(d) The liability of any party to this Contract shall be both joint and several.

(e) This Contract is binding on the parties and their personal representatives and assigns.

**THE FOLLOWING ADDENDUMS ARE ATTACHED TO AND MADE PART OF THIS
AGREEMENT:**

Signed by the hand of the parties.

WITNESS/ATTEST:



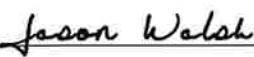
Sep 18, 2019

Buyer

(SEAL)

Date

DocuSigned by:




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Seller

9/18/2019

(SEAL)

Date

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

Property Address: **3831 Brooklyn Ave, Baltimore, MD 21225**

The undersigned Seller of the Property described in this Contract makes no representations or warranties as to the condition of the real property or any improvements thereon, and Buyer will be receiving the property "AS IS", with all defects which may exist except as otherwise provided in this Contract. Buyer acknowledges having carefully examined this Statement and further acknowledges that he has been informed of his rights and obligations under Section 10-702 of the Maryland Real Property Article.

IN WITNESS WHEREOF, each party hereto has executed and sealed this Sale or caused it to be executed and sealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS/ATTEST:



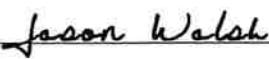
(SEAL)

Sep 18, 2019

Buyer

Date

DocuSigned by:



9/18/2019

(SEAL)

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Seller

Date

BUYER: Avelino Harbor LLC

SELLER: ABC CAPITAL—BALTIMORE LLC

WARRANTOR: ABC CAPITAL—BALTIMORE LLC

PROPERTY ADDRESS: 3831 Brooklyn Ave, Baltimore, MD 21225.

1. Property is warrantied for 12 months. Client will have NO maintenance at all for 12 months.
2. Roof is warranties for 12 years
3. Rents are guaranteed for \$1300 per month for 1 year. First payment, 120 days after closing date
4. ABC does not pay rent during construction delay from the city in the excess of 30 Days.
5. ABC Capital Re LTD has the rights to mitigate rent law if construction is delayed
6. ~~The client is responsible for all utilities at the property during construction. If ABC pays they will be billed to the owner first billing rental statement.~~ A
7. Client is responsible for insurance during construction. ABC will pay this and bill client on their first rental statement.
8. ~~The Client will pay one month's rent for tenant placement during year One.~~ A
9. Buyer will pay 10% for Property Management for Year One.
10. If ABC offers a rental assurance or maintenance plan they will be billed in full in ~~December of each year~~ 12 months after closing date A
11. If Client or ABC terminates the property management agreement, all warranties provided by ABC and its affiliates are NULL and void.
12. If the buyer does not close on time at no fault of title not being clear, then buyer will pay \$2000.00 USD penalty per week if closing is not done on time of closing.

Buyer

Sep 18, 2019

DocuSigned by:



Seller 7B81B22226B040D...

ABC Management -
Baltimore, LLC

EXHIBIT B

To: Avelino Harbor LLC

Invoice #:
Job Location: 3831 Brooklyn Ave
Baltimore, MD
Residential; Single

Payment Terms

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Qty		Unit Price	Line Total
	Demo Entire Home		
	New Electric Roughed		
	New Plumbing Roughed		
	New Roof		
	Framing as needed		
	Patch walls and new drywall where needed		
	Paint entire home		
	Install new kitchen		
	Install new bathroom		
	Clean up & demo where needed (dumpster)		
	Flooring		
	Moldings		
	Interior doors		
	Install windows where needed		
	Capping and siding		
	Repoint obvious cracks and gaps in brickwork		
	Stove		
	New hot water heater		
	Install smoke detectors		
	Finish electric and plumbing		
	Exterior door		
	TOTAL		\$ 66,000.00

Keep for your Records
Thank you for your business!

DS

9/18/2019

Sep 18, 2019